BEST AVAILABLE COPY



Petition page 1 of 4

DOCKET NO. 81101/7114

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:

ABRAHAMS, Mark

David et al.

Serial No.:

10/805,170

Filed:

March 19, 2004

For:

A SYSTEM FOR UBIQUITOUS

NETWORK PRESENCE AND ACCESS WITHOUT COOKIES

Confirmation No:

7393

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being faceimile transmitted to the USPTO or mailed to the United States Patent and Trademark Office via

United States Postal Service First Class Mail, addressed to Commissioner for Patents, P.O. Box

Alexandra, VA 22313-1450 on this date:

10/04/2004 Date Martin R. Bader Reg. No. 54,736

Attorney for Applicants

PETITION UNDER 37 C.F.R. § 1.47(b)

Mail Stop MISSING PARTS Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Dear Sir:

Both of the joint inventors in the subject patent application, Mr. Marc D. Abrahams and Mr. Seda Gragossian, refuse to sign the declaration or can not be found or reached after a diligent effort. The subject application is therefore submitted under 37 C.F.R. § 1.47(b) according to the requirements of MPEP 409.03(b) as follows:

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Petition page 2 of 4

DOCKET NO. 81101/7114

- (A) Sony Electronics Inc., who has a proprietary interest in the present application as evidenced by the declaration of Carrie Merzbacher and the attached Exhibits E and F, has made a declaration on behalf of the non-signing joint inventors. The declaration of Carrie Merzbacher and the attached Exhibits E and F show that the non-signing inventors both had an agreement to assign all inventions to Sony and that the invention was made during the time of employment. The declaration is signed by a Martin R. Bader (Reg. No. 54,736), a registered patent attorney that is authorized to sign on behalf of the corporation. A filing date is necessary to preserve the rights of Sony Electronics Inc. or to prevent irreparable damage to Sony Electronics Inc.
- (B) The following facts are supported by the declarations of Carrie Merzbacher, Nola Hines, and Barbara Zamorano that are submitted herewith. The following facts are submitted as proof that both of inventors refuse to execute the application papers or can not be found or reached after a diligent effort:
- 1. On July 13, 2004 Carrie Merzbacher contacted Marc Abrahams by telephone regarding obtaining his signature on formal documents in response to the Notice to File Missing Parts mailed June 3, 2004. Mr. Abrahams informed Carrie Merzbacher that he would not sign the documents.
- 2. Copies of the application including the specification, claims, drawings, declaration and the assignment were mailed certified mail to Mr. Abrahams for signature at his last known address on July 21, 2004. The letter was returned to us: "Refused". A copy of the mailing receipt and returned receipt is attached as Exhibit A.
 - 3. Copies of the application including the

Petition page 3 of 4

DOCKET NO. 81101/7114

specification, claims, drawings, declaration and the assignment were mailed certified mail to Mr. Abrahams for signature at his last known address on August 2, 2004. The letter was returned to us: "Refused". A copy of the mailing receipt and returned receipt is attached as Exhibit B.

- 4. Copies of the application including the specification, claims, drawings, declaration and the assignment were mailed certified mail to Mr. Gragossian for signature at his last known address on July 21, 2004. The application was received on July 23, 2004. A copy of the mailing receipt and returned receipt is attached as Exhibit C.
- 5. Copies of the application including the specification, claims, drawings, declaration and the assignment were mailed certified mail to Mr. Gragossian for signature at his last known address on September 10, 2004. As of the date of the mailing of this petition the return receipt has not been received. A copy of the mailing receipt is attached as Exhibit D.
- (C) The last known addresses of each of the non-signing joint inventors are:

Marc David Abrahams 17388 Grandee Place San Diego, CA 92128 Seda Gragossian 839 Val Sereno Drive Encinitas, CA 92024

(D) Because the non-signing inventors have expressly refused to sign the application documents or can not be found or reached after a diligent effort and have not returned the executed application papers as of the date of filing this petition, Petitioner hereby requests that the subject application be accepted on Mr. Abrahams and Mr. Gragossian's

Petition page 4 of 4

DOCKET NO. 81101/7114

behalf without their signatures under the declaration of Sony Electronics Inc.

(E) The fee for this petition is attached hereto.

Respectfully submitted,

Martin R. Bader

Reg. No. 54,736

Dated: October 4, 2004

Attachments:

Declaration of Carrie Merzbacher Declaration of Nola Hines Declaration of Barbara Zamorano Exhibits A-F

Address all correspondence to:

FITCH, EVEN, TABIN, & FLANNERY
120 So. LaSalle Street, Ste. 1600
Chicago, Illinois 60603-3406
Telephone: (858) 552-1311
Facsimile: (858) 552-0095



Declaration page 1 of 3

DOCKET NO. 81101/7114

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Abrahams et al.

Serial No.: 10/805,170

Filed: 3/19/2004

For: A SYSTEM FOR

UBIQUITOUS NETWORK PRESENCE AND ACCESS WITHOUT COOKIES

Conf. No.: 7393

DECLARATION OF CARRIE MERZEACHER IN SUPPORT OF THE PETITION UNDER 37 C.F.R. 1.47(b)

- I, CARRIE MERZBACHER, hereby declare as follows:
- 1. I am the Patent Administrator employed by Sony Electronics, Inc.
- 2. The law firm of Fitch, Even, Tabin, and Flannery ("Fitch, Even") represents Sony Electronics, Inc. (Sony) in patent application matters. Sony instructed Fitch, Even to handle preparation of the above-identified patent application which was filed March 19, 2004.
- 3. Mr. Marc David Abrahams, a former employee of Sony, has been identified by Sony as a joint inventor of the subject patent application.
- 4. Mr. Marc David Abrahams last known address is: 17388 Grandee Place, San Diego California 92128. It is my belief that this is the last known address at which Mr. Abrahams customarily receives mail.

DOCKET NO. 81101/7114

- 5. I am not aware, and have no reason to believe, that Mr. Abrahams is represented by counsel.
- 6. The inventor Marc Abraham was non-responsive to all correspondence regarding the filing of the application and Fitch. Even filed the subject patent application as Utility patent application No. 10/805,170 and mailed Mr. Abraham a copy of the filed Utility patent application.
- 7. On July 13, 2004 I contacted Marc Abrahams by telephone regarding obtaining his signature on formal documents in response to the Notice to File Missing Parts mailed June 3, 2004. Mr. Abrahams informed me that he would not sign the documents. I informed Mr. Abrahams that we would have our Outside Counsel (Fitch, Even) make a couple of Registered Mail attempts to him and his co-inventor.
- 8. Mr. Marc Abraham was employed by Sony as of December 1997.
- 9 Mr. Seda Gragossian was employed by Sony as of October 1998.
- 10. Mr. Marc Abraham and Mr. Seda Gragossian submitted an Invention Disclosure Form relating to the present application during the time period when employed by Sony.
- 11. The invention of the present application was made by Mr. Marc Abraham and Mr. Seda Gragossian during the time period when employed by Sony.
- 13. Mr. Marc Abraham signed an "EMPLOYER PATENT AND CONFIDENTIAL INFORMATION AGREEMENT CALIFORNIA" on December 8, 1997 a copy of which is attached as Exhibit B.
- 14. Mr. Seda Gragossian signed an "EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT CALIFORNIA" on October 26, 1998 a copy of which is attached as Exhibit F.
- 15. I declare that a filing date is necessary to preserve the rights of Sony Electronics Inc. or to prevent irreparable damage to Sony Electronics Inc.
 - 16. I hereby declare that all statements made

Declaration page 3 of 3

DOCKET NO. 81101/7114

herein of my own knowledge are true, and that all statements made herein on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity or enforceability of the application or any patent issued thereon.

10-5-01

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Declaration page 1 of 2

DOCKET NO. 81101/7114

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:

Abrahams et al.

Serial No.:

10/805,170

Filed:

3/19/2004

For;

A SYSTEM FOR

UBIQUITOUS NETWORK PRESENCE AND ACCESS WITHOUT COOKIES

Conf. No.:

7393

DECLARATION OF NOLA HINES IN SUPPORT OF THE PETITION UNDER 37 C.F.R. 1.47(b)

I, NOLA HINES, hereby declare as follows:

- 1. I am employed by the law firm of Sinsheimer, Schiebelhut & Baggett (Sinsheimer). Sinsheimer is affiliated with the law firm of Fitch, Even, Tabin, and Flannery ("Fitch, Even") and acts on behalf of Sony Electronics, Inc. ("Sony").
- 2. The law firm of Fitch, Even represents Sony in patent application matters. Sony instructed Fitch, Even to handle preparation of the above-identified patent application ("the subject patent application") which was filed March 19, 2004.
- 3. Mr. Marc David Abrahams, a former employee of Sony, has been identified by Sony as a joint inventor of the subject patent application.
- 4. Mr. Marc David Abrahams last known address is: 17388 Grandee Place, San Diego California 92128. It is my

Declaration page 2 of 2

DOCKET NO. 81101/7114

belief that this is the last known address at which Mr. Abrahams customarily receives mail.

- 5. I am not aware, and have no reason to believe, that Mr. Abrahams is represented by counsel.
- 6. On July 21, 2004 I mailed a copy of the subject patent application including declaration and assignment to Mr. Abrahams at his last know address via United States Postal Service Certified Mail. The copy of the subject patent application was returned as being refused. A copy of the certified mail receipt marked "refused" is attached hereto as Exhibit A.
- 7. On August 2, 2004 I again mailed a copy of the subject patent application including declaration and assignment to Mr. Abrahams at his last know address via United States Postal Service Certified Mail. The copy of the subject patent application was again returned as being refused. A copy of the certified mail receipt marked "refused" is attached hereto as Exhibit B.
- 8. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made herein on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity or enforceability of the application or any patent issued thereon.

Oct. 4, 2004



Declaration page 1 of 2

DOCKET NO. 81101/7114

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Abrahams et al.

Serial No.: 10/805,170

Filed: 3/19/2004

For: A SYSTEM FOR

UBIQUITOUS NETWORK PRESENCE AND ACCESS WITHOUT COOKIES

Conf. No.: 7393

DECLARATION OF BARBARA ZAMORANO IN SUPPORT OF THE PETITION UNDER 37 C.F.R. 1.47(b)

- I, BARBARA ZAMORANO, hereby declare as follows:
- I. I work for the law firm of Sinsheimer, Schiebelhut & Baggett (Sinsheimer) as an independent contractor. Sinsheimer is affiliated with the law firm of Fitch, Even, Tabin, and Flannery ("Fitch, Even") and acts on behalf of Sony Electronics, Inc. ("Sony").
- 2. The law firm of Fitch, Even represents Sony in patent application matters. Sony instructed Fitch, Even to handle preparation of the above-identified patent application ("the subject patent application") which was filed March 19, 2004.
- 3. Mr. Seda Gragossian, a former employee of Sony, has been identified by Sony as a joint inventor of the subject patent application.
 - 4. Mr. Seda Gragossian last known address is: 839

Declaration page 2 of 2

DOCKET NO. 81101/7114

Val Sereno Drive, Encinitas, CA 92024. It is my belief that this is the last known address at which Mr. Seda Gragossian customarily receives mail.

- 5. I am not aware, and have no reason to believe, that Mr. Seda Gragossian is represented by counsel.
- 6. On July 21, 2004 I mailed a copy of the subject patent application including declaration and assignment to Mr. Seda Gragossian at his last know address via United States Postal Service Certified Mail. The copy of the subject patent application was accepted, however, was never returned to our office. A copy of the certified mail receipt is attached hereto as Exhibit C.
- 7. On September 10, 2004 I again mailed a copy of the subject patent application including declaration and assignment to Mr. Seda Gragossian at his last know address via United States Postal Service Certified Mail. The copy of the subject patent application was never returned. A copy of the mailing receipt is attached hereto as Exhibit D.
- 8. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made herein on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity or enforceability of the application or any patent issued thereon.

9-30-2004

Barbara ZAMORANO

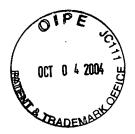
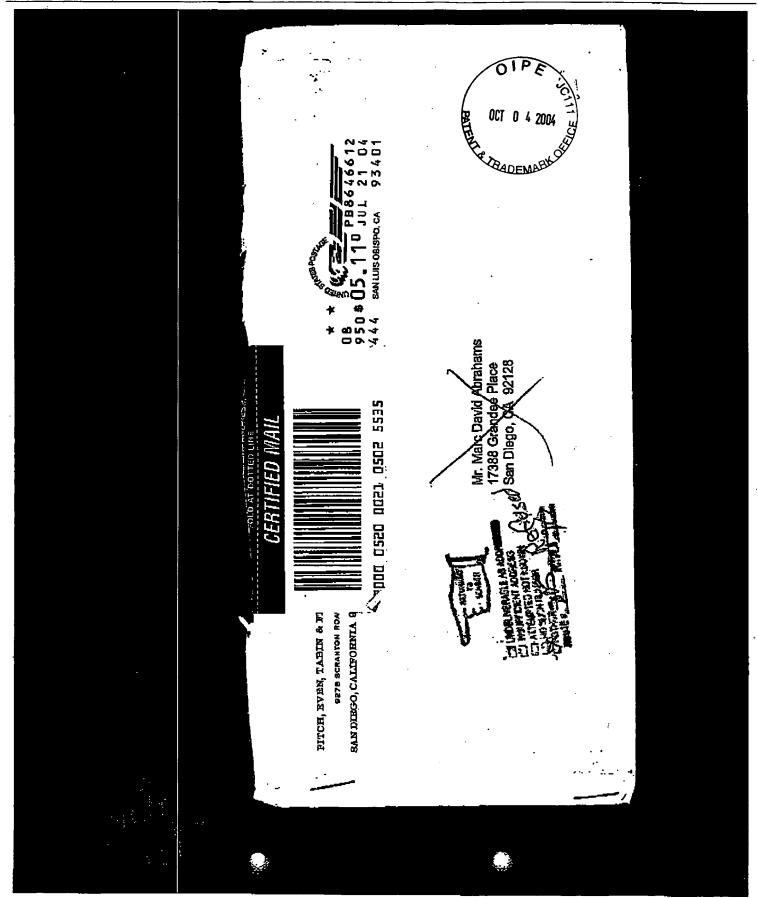


EXHIBIT A



PAGE 25/35 * RCVD AT 10/4/2004 8:03:15 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/3 * DNIS:7464060 * CSID:8585520095 * DURATION (mm-ss):09-16



EXHIBIT B

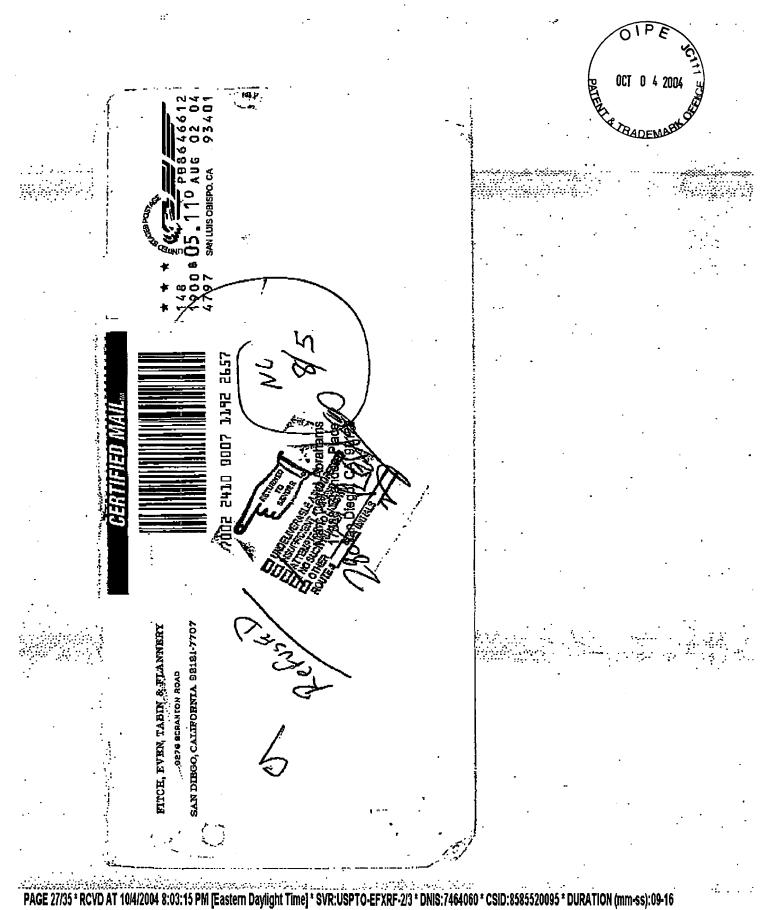




EXHIBIT C

PADE

OCT 0 4 2004 CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 23 N ST. TION Return Receipt Fee 0027 Restricted Dullvery Fee 220 92024 COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ☐ Agent Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the malipiece, or the front if space permits. All Addresses D. is delivery eddress different If YES, enter delivery address below: Sarvice Type Certified Mail

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EXHIBIT D

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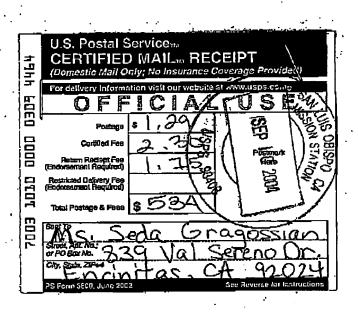




EXHIBIT E

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